



3-217F005

Southern Pacific Lines

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1757 • Facsimile (415) 495-5436

Lenona Young
Paralegal

August 2, 1993

RECORDATION NO. 10134-N
FILED 1993

AUG 5 1993 2:31 PM

INTERSTATE COMMERCE COMMISSION

Aug 5 2 31 PM '93
MOTOR OPERATING UNIT
Law Department

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 28944 --
St. Louis Southwestern Railway Company
Equipment Trust Agreement, Series G

Dear Mr. Strickland:

Enclosed are an original and four counterparts of a document described below, to be recorded pursuant to the provisions of 49 U.S.C. Section 11303.

The document is an Assignment and Transfer of Certain Road Equipment, dated as of July 1, 1993. The document is a secondary document, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The primary document to which the document is in connection with is recorded under Recordation No. 10134. We request that this document be recorded under Recordation No. 10134-N.

The names and addresses of the parties to the Assignment and Transfer of Certain Road Equipment are as follows:

Trustee: CoreStates Bank, N.A.
510 Walnut Street
Philadelphia, Pennsylvania 19106

Lessee: St. Louis Southwestern Railway Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

A description of the railroad equipment covered by the foregoing Assignment and Transfer is set forth in its Attachment A attached thereto.

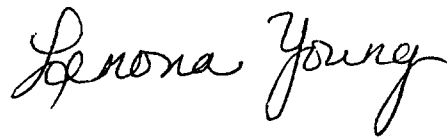
Mr. Sidney L. Strickland, Jr.
August 2, 1993
Page Two

A fee of \$16 is enclosed. Please return the four counterparts of the Assignment and Transfer evidencing the recordation data thereon to the undersigned.

A short summary of the enclosed document to appear in the Commission's index is:

Assignment and Transfer of Certain Road Equipment, dated as of July 1, 1993, between St. Louis Southwestern Railway Company, as Lessee, Southern Pacific Building, One Market Plaza, San Francisco, CA 94105, and CoreStates Bank, N.A., as Trustee, 510 Walnut Street, Philadelphia, PA 19106, covering 37 100-ton box cars.

Very truly yours,

A handwritten signature in cursive script that reads "Lenora Young". The signature is written in dark ink and is positioned below the typed name "Lenora Young".

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

8/5/93

OFFICE OF THE SECRETARY

Lenona Young

Paralegal

Southern Pacific Lines

Southern Pacific Building

One Market Plaza

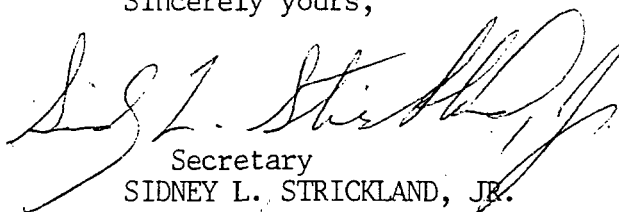
San Francisco, Calif 94105

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **8/5/93** at **2:35pm**, and assigned recordation number(s).

10134-N

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 10134-14 FILED 1428

AUG 5 1993 2:35 PM

INTERSTATE COMMERCE COMMISSION

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ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
EQUIPMENT TRUST
SERIES G

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of July 1, 1993

CORESTATES BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

=====

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the first day of July, 1993, by CORESTATES BANK, N.A., a national banking association duly organized and existing under the laws of the Commonwealth of Pennsylvania, Trustee under the Equipment Trust Agreement hereinafter mentioned (hereinafter called the "Trustee"), to ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Missouri (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing date as of February 1, 1979, by and between the Trustee and the Company (hereinafter called the "Equipment Trust Agreement"), there was constituted the "St. Louis Southwestern Railway Company Equipment Trust, Series G," pursuant to which Trustee leased certain railroad equipment to the Company, upon the terms and conditions therein set forth; and

WHEREAS, certain box cars comprising said Trust Equipment, described in Attachment A attached hereto and incorporated herein by reference, have become unsuitable for use by the Company (hereinafter called "Unsuitable Equipment"), and in accordance with the provisions of said Equipment Trust and in anticipation and consideration of the release of such Unsuitable Equipment, the Company has deposited with the Trustee an amount of cash equal to the fair value of the Unsuitable Equipment for application to the indebtedness under the Equipment Trust Agreement (hereinafter referred to as "Replacement Funds").

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said

Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the Replacement Funds and the Trustee's acceptance of the Replacement Funds to the Equipment Trust Agreement, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust Agreement..

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Trustee does hereby constitute and appoint CATHY WIEDECKE to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any

CORESTATES BANK, N.A.
RETIRED/DESTROYED UNITS-CASH DEPOSITS/SUBSTITUTES
ST. LOUIS SOUTHWESTERN RAILWAY CO. EQUIPMENT TRUST AGREEMENT
FOR SERIES G DATED FEBRUARY 01, 1979

PAGE 1
93/06/29

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BUILDER	UNIT	OWNER	KIND OF EQUIP	BUILT	RECONDITION
PACIFIC CAR & FOUNDRY (PCF)	SSW 062725	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062726	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062732	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062734	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062735	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062737	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062741	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062743	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062744	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062747	SSW	100 TON BOX	7907	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062749	SSW	100 TON BOX	7907	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062750	SSW	100 TON BOX	7907	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062751	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062752	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062753	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062756	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062757	SSW	100 TON BOX	7907	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062761	SSW	100 TON BOX	7907	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062764	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062767	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062772	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062777	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062781	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062782	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062783	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062784	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062785	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062786	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062787	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062791	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062794	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062805	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062807	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062808	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062810	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062820	SSW	100 TON BOX	7907	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062821	SSW	100 TON BOX	7907	

ATTACHMENT A

TOTAL 37 UNITS